

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 06-253

The City of Lincoln, Nebraska and Lancaster County intends to purchase and invites you to submit a sealed bid for:

CITY OF LINCOLN AND LANCASTER COUNTY EQUIPMENT AND ACCESSORY RENTAL

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, September 6, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid.

Prospective bidders must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

SPECIFICATIONS FOR EQUIPMENT AND ACCESSORY RENTAL

1. GENERAL CONDITIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the rental of heavy construction, contractor, industrial and homeowner equipment and accessories for all City of Lincoln and Lancaster County agencies.
- 1.2 Bid prices shall include the cost of daily, weekly, and monthly rentals using the AED Green Book - 2006 Edition as a guideline for price and equipment descriptions.
- 1.3 This bid shall establish a 12 month contract with an option to issue a second or third 12 month contract with the same pricing, terms and conditions.
 - 1.3.1 Any successive contract must have written approval of both the City of Lincoln and vendor no later than 30 days prior to the expiration of the previous contract.
- 1.4 Due to delivery requirements, this contract will be limited to the following areas:
 - 1.4.1 Heavy construction equipment vendor must be located within 100 miles of Lincoln, NE and deliver all equipment as specified in section 5.3 and 5.4 of this document.
 - 1.4.2 Contractor, Industrial and Homeowner equipment vendor must be located within 25 miles of Lincoln, NE and deliver all equipment as specified in section 5.3 and 5.4 of this document.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
 - 1.5.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.

2. CONTRACT AWARD CRITERIA

- 2.1 The vendor who bids the lowest percentage below the "AED Green Book" national average rental cost shall have exclusive rights as the City of Lincoln and Lancaster County's first point of contact in obtaining the desired rental equipment.
- 2.2 The bid shall be awarded by groups with one or more pieces of equipment being targeted to determine the lowest total cost. The award shall be weighted as follows:
 - 2.2.1 Daily Rental - 20% of the bid
 - 2.2.2 Weekly Rental - 45% of the bid
 - 2.2.3 Monthly Rental - 35% of the bid
- 2.3 There shall be two categories bid on this request.
 - 2.3.1 Category One: Heavy Construction Equipment (bulldozers, motor graders, dump trucks, etc.
 - 2.3.2 Category Two: Industrial, Contractor and Homeowner Equipment (compressors, saws, drills, skid loaders, lifts, trenchers, etc.)
- 2.4 A First, Second, Third, etc.. Lowest Responsible Contract Vendor shall be awarded in each of the two categories.
 - 2.4.1 If vendor carries heavy construction, industrial, contractor and homeowner rentals, bid submitted may be for all equipment rented by agencies.
 - 2.4.2 If vendor carries only heavy construction equipment OR only industrial, contractor or homeowner rentals, a bid may submitted for either category.
 - 2.4.2.1 Bids shall not be submitted in any combination other than the two listed in 2.4.2.
- 2.5 The vendor(s) who is/are awarded this contract as the "First Lowest Responsible Contract Vendor" shall have exclusive rights to use this contract to make points of contact with City of Lincoln and Lancaster County agency directors.
 - 2.5.1 No other vendor(s) under this contract shall have the right to market their contract discount to City or County agencies.

3. "THE AED GREEN BOOK" AND LIST PRICES

- 3.1 Equipment requested for rent will be that type listed in the current edition of "The AED Green Book" (rental rates and specifications for construction equipment). This publication covers nationally averaged rental rates for construction equipment.
 - 3.1.1 To obtain a copy of the "AED Green Book", call 1-800-669-3282 or visit the website at www.aednet.org.
- 3.2 Vendor shall provide their list price for all other types of equipment not listed in the AED Green Book.
 - 3.2.1 Vendor MUST include their list price and a percentage off list price for other types of equipment not listed in the AED Green Book with this bid.
 - 3.2.2 Failure to provide the list price and percentage off for other types of equipment not listed in the AED Green Book shall disqualify vendors bid for those items.

4. AGENCY UTILIZATION OF CONTRACT

- 4.1 The agencies utilizing this contract for the purpose of renting equipment and accessories for their agency shall contact the vendor listed as "First (1st) - Lowest Responsible Contract Vendor.
- 4.2 If the First (1st) - Lowest Responsible Contract Vendor does not have the required equipment for rent, the agency shall contact the Second (2nd) - Lowest Responsible Contract Vendor for their rental needs.
 - 4.2.1 Following the first and second vendors, the agency shall contact the 3rd, 4th, 5th, etc. subsequent vendors in sequential order.
- 4.3 Vendor(s) will NOT issue any products to anyone other than authorized, designated City of Lincoln and Lancaster County employees. Vendor shall verify employment with the City of Lincoln and Lancaster County by requiring agency employee to show official City/County photo ID.
 - 4.3.1 All receipts for products shall have the printed name, signature, department name and job name of the authorized/designated employee picking up or receiving the items.
 - 4.3.1.1 Vendor's failure to obtain information shall result in non-payment by the City of Lincoln or Lancaster County.

5. DELIVERY

- 5.1 Vendor shall include the cost for delivery within the City of Lincoln and all locations in Lancaster County with this bid.
- 5.2 Delivery will be at the discretion of the agency and rental rates shall not reflect delivery rates.
- 5.3 Deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m., CST, on normal City of Lincoln/Lancaster County working days.
 - 5.3.1 Vendor may be required to deliver equipment outside of normal working days and hours due to emergency situation or disaster.
 - 5.3.1.1 Vendor shall provide a specific contact that shall be capable of renting and delivering any size equipment required in such case of natural or manmade disaster.
 - 5.3.1.2 In the event of an emergency situation or disaster, vendor agrees to honor bid prices with no additional fees or costs.
- 5.4 Deliveries shall be made to City of Lincoln and Lancaster County within 24 hours of agency placing the order for equipment.
 - 5.4.1 Failure to provide delivery service as listed in 5.4 shall be documented and may be grounds for cancellation of contract.
- 5.5 The vendor must deliver the equipment in good operating condition
 - 5.5.1 If agency requesting equipment determines the equipment is not in good operating condition, the agency shall refuse the equipment at time of rental.
 - 5.5.2 Refusal must be documented in detail at time of refusal.
 - 5.5.3 In the event equipment is refused, the vendor shall deliver a replacement within 1 hour of receiving refusal signature by agency personnel.

6. INSURANCE AND SAFETY REQUIREMENTS

- 6.1 Insurance for the protection of the equipment shall be carried by the vendor.
 - 6.1.1 Vendor shall conform to all City of Lincoln insurance requirements as listed under the attached document (INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS).
- 6.2 Vendor shall inform agency personnel of all general safety and maintenance requirements prior to acceptance by the using agency.
 - 6.2.1 Rental of Heavy Construction Equipment and Industrial Equipment will require the using agency to provide all employee(s) names responsible for operating and maintaining the equipment's welfare under the rental contract. It shall be the vendor's responsibility to ensure this requirement has been documented and made part of the rental agreement.
 - 6.2.2 All equipment from vendor shall meet all applicable OSHA safety requirements.

7. MAINTENANCE AND REPAIRS

- 7.1 The City of Lincoln and Lancaster County will not be liable for any maintenance on rentals beyond that which would endanger the employee if neglected.
 - 7.1.1 For rentals over one month in time, vendor shall perform an inspection of equipment to ensure continued operation without down time.
- 7.2 Vendor will be responsible for any and all repairs relating to the equipment, unless the vendor can provide documented proof to the City of Lincoln that the using agency abused or neglected the rented equipment. The burden of proof rests solely on the vendor.

8. FUEL GUIDELINES

- 8.1 Vendor shall ensure that all rentals will be fully fueled whether they are delivered or picked up.
- 8.2 Upon completion of rental, the equipment shall be fully fueled prior to pickup or return to the vendor City of Lincoln or Lancaster County employees.
 - 8.2.1 If equipment has not been refilled at time of return or pickup, the City of Lincoln and Lancaster County shall be responsible for the cost of fuel to fill up equipment at the rate of \$_____/gal of gasoline and \$_____/gal of diesel fuel.
- 8.3 City of Lincoln and Lancaster County will not be responsible for fuel fill prior to return or pick-up in cases of break downs or inoperable equipment.

9. RENTAL FEES

- 9.1 One day rentals shall be based on one day or eight (8) hours of usage which will be a minimum rental period.
 - 9.1.1 Usage beyond eight hours in a single day shall be charged at the hourly rate of the day rental.
 - 9.1.2 Equipment being used at a job site for an additional day shall be computed as another eight (8) hour day.
- 9.2 One week rental will be based on five (5) days of rental or 40 hours of usage.
 - 9.2.1 All rentals exceeding one week rental status shall be charged on the weekly hourly basis until time accumulated reaches monthly rental rate.
- 9.3 One month rentals will be based on 30 consecutive days of rental or 176 hours of usage.
 - 9.3.1 All rentals exceeding one month rental status shall be charged on the monthly hourly basis.
- 9.4 City of Lincoln and Lancaster County shall not be liable for rental charges due to vendor not being able to pick up equipment.
 - 9.4.1 Rental charges shall cease at time that City of Lincoln and Lancaster County notify vendor when equipment is ready for pick up.
 - 9.4.2 Rental charges shall cease at time that City of Lincoln and Lancaster County returns equipment to vendors location.
 - 9.4.2.1 Vendor shall require City of Lincoln and Lancaster County staff to sign a receipt verifying return date and time upon delivery of rental to vendors location.
 - 9.4.2.2 Vendor shall require City of Lincoln and Lancaster County staff to sign a receipt verifying date and time when vendor picked up rental equipment.

- 9.5 Rental fees shall not accrue during equipment "downtime".
 - 9.5.1 Agency shall contact vendor by phone and by fax immediately as soon as possible after equipment becomes unusable.
 - 9.5.2 The faxed report will contain information about the problems experienced and the time of equipment failure.
 - 9.5.3 In cases where replacement equipment is needed immediately, the vendor has a maximum of two (2) hours to respond to the concern.
 - 9.5.3.1 No delivery charge shall be charged for replacement equipment.
 - 9.5.3.2 Agency shall provide vendor with appropriate time frame for replacement of equipment.

PROPOSAL
SPECIFICATION NO. 06-253
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, September 6, 2006

The undersigned, having full knowledge of the requirements of the City of Lincoln/Lancaster County for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

Item Description

HEAVY CONSTRUCTION EQUIPMENT

- | | | |
|---|--|---------|
| 1 | One Day Rental (8 hours) % under AED Green Book | _____ % |
| 2 | One Week Rental(40 hours) % under AED Green Book | _____ % |
| 3 | One Month Rental(176 hours) % under AED Green Book | _____ % |

INDUSTRIAL, CONTRACTOR, HOMEOWNER EQUIPMENT

- | | | |
|---|--|---------|
| 4 | One Day Rental (8 hours) % under AED Green Book | _____ % |
| 5 | One Week Rental(40 hours) % under AED Green Book | _____ % |
| 6 | One Month Rental(176 hours) % under AED Green Book | _____ % |

Delivery charge for Heavy Construction equipment within Lincoln City Limit \$ _____

Delivery charge for all other rental equipment within Lincoln City Limit \$ _____

Delivery charge for Heavy Construction equipment within Lancaster County \$ _____

Delivery charge for all other rental equipment within Lancaster County \$ _____

Manufacturer of primary heavy equipment provider: _____

Manufacturers of other equipment used by your company: _____

YES NO

ATTACHED IS A LIST OF EQUIPMENT NOT LISTED IN AED GREEN BOOK WITH % UNDER LIST PRICE _____

NO BID SECURITY REQUIRED

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ **YES** ____ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC.06-253**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid A Letter of Intent will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO BIDDERS
COUNTY OF LANCASTER, CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) upon approval by the Owners of the executed contract.
- 2.5 Owners shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 1. A contract has been executed.
 2. The specified time has elapsed so that the bids may be withdrawn.
 3. All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, if the bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the bidder fails to provide insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the Owners harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on

the Owners; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the Owners to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BID EVALUATION AND AWARD

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the Owners, and as the Owners deems will best serve their requirements.
- 10.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the Owners.

11. INDEMNIFICATION

- 11.1 The bidder shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or

anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 11.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**INSURANCE CLAUSE
LANCASTER COUNTY, NEBRASKA; CITY OF LINCOLN, NEBRASKA**

OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- B. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.